PENDING APPROVAL

OKLAHOMA COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM REQUEST SHEET

FOR THE **WEDNESDAY, JULY 7th, 2010** AGENDA

DEPARTMENT: **SHERIFF** REQUESTED BY: **MAJOR JOHN WALDENVILLE X-1010**

REQUISITION NO.: **N/A** REQUISITION SHEET ATTACHED: ___ YES _X_ N/A

NAME OF FUNDS: **Sheriff Special Revenue.Prisoner BoardingFee (REVENUE CONTRACT)**

FUND NUMBERS: **1161.5110**

DOES THE AGENDA ITEM CONTAIN PRIVACY-PROTECTED OR SECURITY INFORMATION? _____YES _X_ NO

AGENDA ITEMS CONTAINING PRIVACY-PROTECTED OR SECURITY INFORMATION WILL NOT BE HYPERLINKED TO THE AGENDA.

NUMBER OF ORIGINAL DOCUMENTS TO BE RETURNED TO YOUR DEPARTMENT: **Two.**

AGENDA ITEM READS AS FOLLOWS: **FY 2010-2011 Contract renewal between the Sheriff's Office and the Town of Arcadia for the boarding of municipal prisoners.**

APPROVED BY DA (If Applicable)	APPROVED BY ENGINEER (If Applicable)	APPROVED BY PURCHASING (If Applicable)
6/25/2010		
ASSISTANT DISTRICT ATTORNEY	COUNTY ENGINEER	PURCHASING AGENT

Please initial that document has been reviewed for privacy-protected or security information

DISTRICT ATTORNEY: _____**YES** _____**N/A**

COUNTY CLERK: RC **YES** _____**N/A**

Indicate any privacy-protected information that exists_____

(NOTE: THE CHAIRMAN/CHIEF DEPUTY MUST APPROVE ALL EMERGENCY REQUESTS FOR ANY ITEM SUBMITTED AFTER THE DEADLINE)

DATE OF REQUEST:_____ APPROVED BY:_____
CHAIRMAN

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REQUEST FOR DISTRICT ATTORNEY LEGAL SERVICES

THIS FORM IS TO BE USED TO REQUEST ADVICE AND/OR REPRESENTATION FROM THE DISTRICT ATTORNEY'S OFFICE REGARDING THE COUNTY OF OKLAHOMA, COUNTY OFFICIALS AND EMPLOYEES AS REQUIRED BY SECTIONS 215.4, 215.5, 215.25 AND 215.26 OF TITLE 19 OF THE OKLAHOMA STATUTES.

IF ADVICE IS SOUGHT, THE REQUEST MUST BE SIGNED BY AN ELECTED COUNTY OFFICER. THIS FORM MUST BE FILLED OUT AND SUBMITTED TO THE CIVIL DIVISION OF THE OKLAHOMA COUNTY DISTRICT ATTORNEY'S OFFICE IN A TIMELY MANNER. ALL RESPONSES TO REQUESTS FOR ADVICE WILL BE IN WRITING.

IF THE REQUEST IS FOR LEGAL REPRESENTATION UNDER 19 O. S. SECTION 215.25, THE REQUEST MUST BE SUBMITTED IN WRITING EARLY ENOUGH TO PERMIT THE DISTRICT ATTORNEY'S OFFICE ADEQUATE TIME TO COMPLETE A THOROUGH "GOOD-FAITH-AND-COURSE-OF-EMPLOYMENT" INVESTIGATION AS CONTEMPLATED BY 19 O.S. SECTION 215.26.

DATE OF REQUEST: ***6/24/2010***
COUNTY DEPARTMENT MAKING REQUEST: ***Sheriff***

STATE WITH SPECIFICITY, WHAT THE REQUEST IS AND WHY THE ASSISTANCE OF THE DISTRICT ATTORNEY'S OFFICE IS NEEDED: ***FY 2010-2011 Contract renewal between the Sheriff's Office and the Town of Arcadia for the boarding of municipal prisoners.***

ATTACH ADDITIONAL DOCUMENTS AS APPROPRIATE. **(NOTE:** Advice, reviews and approvals as to "form and legality" are based on the documentation and information provided to the District Attorney's Office. Please provide all relevant information when requesting an opinion or review from the District Attorney's Office).

COUNTY OFFICER

DATE RECEIVED BY DISTRICT ATTORNEY: 6/24/10

REPLY BY DISTRICT ATTORNEY: Reviewed

DAVID PRATER
DISTRICT ATTORNEY

By:

RECEIVED
JUN 24 2010
CIVIL DIVISION
DISTRICT ATTORNEY

STATE OF OKLAHOMA
OKLAHOMA COUNTY
FILED
2010 JUN 25 P 12: 36
STATE OF OKLAHOMA
OKLAHOMA COUNTY
DAVID PRATER
DISTRICT ATTORNEY

Revised 2003

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OKLAHOMA COUNTY- ARCADIA JAIL SERVICES AGREEMENT

This Jail Services Agreement, made and entered into as of this 1st day of July 2010, by and between the Town of Arcadia, Oklahoma, an Oklahoma municipality (hereafter referred to as the "Town"), the Board of County Commissioners of Oklahoma County, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the "County"), and the Sheriff of Oklahoma County, State of Oklahoma (hereinafter referred to as "County Sheriff").

WITNESSETH:

WHEREAS, this Agreement is made pursuant to the provisions of 74 Oklahoma State Supp. 1994 §1008, and the County Jail Facility involved shall meet standards set forth in 74 Oklahoma State Statute Supp. 1995 §192 and all constitutional rights as provided for under State and Federal Constitutions; and

WHEREAS, the County Sheriff or his designee shall have charge of the jail; and

WHEREAS, 19 Oklahoma State Statute Supp. 1994 §180.43 contemplates that the expenses for the feeding, care, housing and upkeep of Town prisoners are to be paid from Town of Arcadia funds received pursuant to this contract.

NOW THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1. Term/Renewal.

A. The term of this agreement shall commence on the 1st day of July 2010, at 12:01 a.m., and terminate at midnight on the 30th day of June 2011, unless the Parties agree in writing to a different starting time and date. Billings will start upon receipt of prisoners.

B. This Agreement may be renewed between the Town, County, and County Sheriff annually, beginning at 12:01 a.m., on July 1st and to terminate at midnight on the 30th of June the following calendar year. The terms of each succeeding contract shall be the same as the previous contract, except as to compensation or other terms agreed to by the Parties. The County and Town shall agree upon a per diem cost per prisoner for the next renewal period no later than February 15 of the preceding fiscal year. Compensation may be increased or decreased based on the Administrative Order setting forth the "Average Daily Cost of Incarceration in the Oklahoma County Jail" as determined annually by the Presiding Administrative Judge in the District Court of Oklahoma County.

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1. No Agreement or Renewal Agreement contemplated herein shall be effective absent its approval by all parties within the fiscal year from which funds are to be paid.

2. Notwithstanding any provisions to the contrary herein, this Agreement shall be subject to fiscal limitations imposed upon political subdivisions of the State of Oklahoma pursuant to Article X §26 of the Oklahoma Constitution. Furthermore, this Agreement shall not in any way bind any party beyond the current fiscal year.

2. No Separate Legal Entity.
No separate legal entity or organization shall be deemed created by virtue of this Agreement.

3. Definitions.

A. A Town prisoner shall be defined as any prisoner incarcerated in the County Jail solely on municipal charges, solely on municipal convictions and/or any other person that is otherwise held solely at the request of the Town police.

B. A "Hold for State" prisoner shall be defined as a prisoner arrested by a Town police officer with or without a warrant for any alleged violation of state law. "Hold for State" prisoners will become Town prisoners when all state charges have been declined or disposed of and the prisoner is being held only for municipal charge(s), or municipal conviction(s).

C. A prisoner day shall be defined as each calendar day that a Town prisoner, as defined herein, is incarcerated in the Oklahoma County Jail.

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4. Purpose.
The purpose of this Agreement is to provide for the incarceration of Town prisoners and "Hold for State" prisoners within the Oklahoma County Jail, under the custody of County officials, and to otherwise coordinate booking and detention functions.

5. Financial Obligation of the Town.
The financial obligations of the Town under this Agreement shall be limited to "Compensation" as set out below.

6. Termination.

A. This Agreement may be terminated by any Party for any reason, or for no reason, upon one hundred eighty (180) days written notice to the other Parties.

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B. This Agreement may be terminated by any Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

7. **Compensation.**
As compensation for the services set out below, the Town agrees to pay the County Sheriff a rate of forty-five dollars and ninety-six cents ($45.96) per prisoner per day the inmate is held on behalf of the Town, in consideration of which the County Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration of Town prisoners therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America for detention for violation of municipal ordinances of the Town or otherwise held for Town Police.

The County Sheriff agrees to prepare and submit to the Town monthly statements no later than the 15th of each month following the month of service on a claim form pursuant to statutory and charter requirements. The Town agrees to use due diligence to pay properly invoiced amounts within thirty (30) days of receipt.

8. **Services.**
In exchange for the above compensation, the County Sheriff agrees to provide a County Jail Facility that shall meet the standards set forth in 74 Oklahoma State Statute Supp. 1995 §192, and all constitutional rights as provided by State and Federal Constitutions and provide the following services:

A. The County Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who are "Town Prisoners" or "Hold for State" prisoners, as defined herein.

B. The County Sheriff shall permit the law enforcement officers of the Town and the Town's agents, in the pursuance of official duties, as approved by the Chief of Police of the Town and the County Sheriff, to enter the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process, including, but not limited to, taking custody and/or removing prisoners as necessary for official investigations. During such time the Town assumes responsibility and liability for such prisoners until the return of said prisoners to the County Jail.

C. The County and County Sheriff shall allow the Town access, at all times, to persons incarcerated pursuant solely to Town ordinance violations and/or municipal convictions. The Town assumes responsibility and liability for any and all prisoners or trustees upon their removal from the premises until such time as they are returned to the facility by the Town.

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D. The County Sheriff agrees to provide Oklahoma County Reserve Deputies, if available, to serve in the capacity of hospital guards for prisoners when admittance into a medical facility outside the jail is required. The Town agrees to pay any costs incurred by the County and County Sheriff for Reserve Deputies serving as guards for Town prisoners when so requested by the Arcadia Police Department.

9. Custody.

A. For the purposes of this Agreement, custody shall be deemed to pass from Town law enforcement officials to the County Jail officers upon the Town's presentation and the County's acceptance of the documentation required by County for booking of prisoners. For compensation purposes, the Town's financial responsibility for Town prisoners shall begin upon the presentation of the necessary documentation to book a prisoner into the County Jail.

B. The County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of "Town Prisoners" and "Hold for State" prisoners, as defined herein.

C. The County Sheriff shall coordinate with Municipal Judges of the Town for the posting of bonds for those persons charged with violations of Town ordinances. All fines/ bonds will be posted with the Municipal Court Clerk or designee. The Town will be responsible for authorization of all own recognizance bonds on Town prisoners. Municipal authorities of the Town shall coordinate with the County for the purposes of conducting video arraignments of prisoners on municipal charges.

D. The County Sheriff agrees to release Town prisoners within a reasonable time upon notification or authorization to release, unless special circumstances prevent release within that time whereupon the release shall be done as soon as possible. For compensation purposes, the Town's financial responsibility ends at release and/or the date the County receives authorization from the Town for release of Town prisoner.

10. Medical Care.

The Town will not present and/or transport any prisoner which is in need of immediate health care to the County Jail; but rather, will take the prisoner to an approved emergency health care institution for treatment. Arrested persons who are not conscious, semi-conscious, bleeding, cannot answer questions concerning their health to the satisfaction of the medical staff in the County Jail Facility's Booking In/ Receiving area, or who are otherwise in need of any medical care will be taken to a hospital prior to being presented for booking in the County Jail.

Once the prisoner is in the custody of the County Sheriff, the County Sheriff agrees to accept and provide for the secure custody, care and safekeeping of Town

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prisoners in accordance with the Federal and State standards and laws, Town ordinances, or court orders applicable to the operations of the County Jail facility.

The County Sheriff agrees the compensation set out in paragraph 7 herein, included providing Town prisoners with the same level of medical care and services provided County prisoners. The County Sheriff agrees to provide transportation and security for "Hold for State" prisoners requiring removal from the facility for emergency medical service. The County Sheriff shall also notify the designated contact person at the Arcadia Police Department when medical care is needed for a Town prisoner at an outside medical care facility. The Town agrees to provide transportation to and from medical facilities outside of the County Jail for any Town prisoner by a law enforcement vehicle if the situation is not life-threatening and/or by other means, including but not limited to ambulance transportation, as the prisoner's medical condition requires.

Nothing is this agreement shall limit the ability of the County Sheriff to collect the statutorily allowed fees for medical services as set forth in 19 Oklahoma State Statute Supp. 2003 § 531.

11. Severable Liability.

A. This Agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

B. All parties herein shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 Oklahoma State Statutes 1991 Supp. §§ 151-172, inclusive last amended. All parties shall further be exclusively responsible for their own acts and/or the acts of their employees for any alleged violations of rights under the United States Constitution as required by law. Therefore, no party shall be liable for the acts or omissions of the other parties.

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12. Notices.
All notices required under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the Town, County, and County Sheriff at the following addresses:

If to Town:

Mayor, Town of Arcadia
P.O. Box 268
Arcadia, Oklahoma 73007

and to

Police Chief
Town of Arcadia
P.O. Box 268
Arcadia, Oklahoma 73007

If to County:

Chairman of the Board of Commissioners
Oklahoma County, Oklahoma
320 Robert S. Kerr Avenue, Room 101
Oklahoma City, Oklahoma 73102;

and to

Sheriff of Oklahoma County
201 North Shartel Avenue
Oklahoma City, Oklahoma 73102

13. Fiscal limitations.
The obligation of the Parties to pay out funds in support of this Agreement is specifically subject to the appropriation of sufficient funds for said purpose under the laws of the State of Oklahoma.

14. Non-Assignable.
This Agreement shall be non-assignable unless agreed to in writing by all of the parties hereto.

15. Severable.
The provisions of this Agreement shall be considered severable and, in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

16. Laws and Regulations.
This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of 74 Oklahoma State Statute Supp. 1995 §192, pertaining to minimum standards for jails shall specifically apply.

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17. **Multiple Counterparts.**
This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

18. **Inspections.**
The County Sheriff shall make available upon request any and all inspection reports concerning the County Jail to the Chief of Police and Town Manager of the Town or their designees, in a timely manner. This provision does not intend, suggest or create any liability and/or indicate the Town has or exerts any control of the County Jail Facility; but rather, is expressly intended solely to allow monitoring of Town prisoners and jail standards.

19. **Security.**
Town personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County's premises. Information belonging to the County or County Sheriff will be safeguarded by the Town to the same extent as the Town safeguards their information of like kind relating to its own operation, subject to disclosures required by law.

20. **Transportation of Town Prisoners.**
The Town hereby agrees to assume responsibility for the transportation of Town prisoners to all municipal court appearances and shall hereby coordinate with Municipal Judges of the Town for the posting of bonds for those persons charged with violations of Town ordinances.

21. **Amendments.**
Any amendments to this Agreement must be in writing and approved by the parties.

22. **Complete Agreement.**
This Agreement is the complete agreement of the Parties regarding matters addressed herein. No oral agreements or representations shall be considered binding on the Parties.

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IN WITNESS HEREOF, THE Parties have approved this Agreement and authorized the signatures below as of the dates there set out.

The Board of County Commissioners of Oklahoma County, Oklahoma

By_____ Date_____
Raymond Vaughn, Chair

Attest:

_____
Carolynn Caudill, County Clerk

_____ Date 06/24/10
John Whetsel, Sheriff

_____
Witness

APPROVED as to form and legality this 25 day of June, 2010.

_____
John Jacobsen, Assistant District Attorney

The Town of Arcadia

By Marilyn Murrell Date 6-7-10
Marilyn Murrell, Mayor

Gloria Prim
Gloria Prim, Town Clerk

Reviewed as to form and legality this 4th day of JUNE, 2010.

_____
Joel Carson, Municipal Counselor

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FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

JAN 27 2010

PATRICIA PRESLEY, COURT CLERK
by _____ Deputy

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

IN RE: AVERAGE DAILY COST OF INCARCERATION IN THE OKLAHOMA COUNTY JAIL 2010	))))	No. A07-2010-05

ADMINISTRATIVE ORDER

Pursuant to the decision of the Oklahoma Court of Criminal Appeals in the cases styled Ray Lamont Hubbard v. State of Oklahoma and Troy Don Cape v. State of Oklahoma, 2002 OK CR 8, and Administrative Order AD7-2002-21, Judge Ray C. Elliott conducted a hearing on January 26, 2010 to determine the average daily cost of incarceration in the Oklahoma County Jail.

After hearing testimony and considering evidence presented, Judge Elliott determined the average daily cost of incarceration in the Oklahoma County Jail for calendar year 2010 to be Forty-five Dollars and ninety-six Cents ($45.96) per day.

The Trial Court Administrator is directed to make the average daily cost of incarceration available to interested parties.

IT IS SO ORDERED.

Dated this 26th day of January, 2010.

Patricia G. Parrish
Presiding Administrative Judge

SHERIFF
2010 JAN 27 P 12:51